



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 6363-04-L

REQUEST FOR BID

Bid Opening Date: August 28, 2003
@ 2:30 p.m.

Subject: Provide the City of San Diego with **VARIOUS NATIVE PLANTS FOR EL CUERVO NORTE WETLAND MITIGATION PROJECT**, in accordance with the attached specifications.

LICENSE REQUIRED: STATE OF CALIFORNIA NURSERY LICENSE.

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your bid.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms _____% _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS BID

LISA HOFFMANN/cp4, Procurement Specialist

Phone: (619) 236-6096 Facsimile: (619) 236-5904

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I. PRICING PAGE

SECTION 1: CANOPY CONTAINER PLANTS

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	98	5 GAL	Platanus Racemosa (Western Sycamore)	\$	\$
2.	76	5 GAL	Populus fremontii (Fremont Cottonwood)	\$	\$
3.	31	GAL	Sambucus mexicana (Mexican Elderberry)	\$	\$
4.	44	GAL	Quercus agrifolia (Coast Live Oak)	\$	\$
5.	950	GAL	Salix exigua (Sandbar Willow)	\$	\$
6.	1,721	GAL	Salix lasiolepis (Arroyo Willow)	\$	\$
7.	3,480	GAL	Salix gooddingii (Black Willow)	\$	\$
TOTAL SECTION 1:					\$

SECTION 2: UNDERSTORY CONTAINER PLANTS

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	146	GAL	Heteromeles arbutifolia (Toyon)	\$	\$
2.	100	GAL	Malosma laurina (Laurel Sumac)	\$	\$
3.	2,372	GAL	Baccharis salicifolia (Mulefat)	\$	\$
4.	4,265	GAL	Carex spissa (San Diego Sedge)	\$	\$
5.	4,697	GAL	Iva hayesiana (San Diego Marsh Elder)	\$	\$
6.	297	GAL	Leymus condensatus (Giant Wild Rye)	\$	\$

Item	Est. Qty.	U/M	Description	Unit Cost	Extension
7.	853	GAL	Amorpha fruticosa (Western False-Indigo)	\$	\$
8.	4,504	GAL	Muhlenbergia rigens (Deergrass)	\$	\$
9.	282	GAL	Leymus triticoides (Creeping Wild Rye)	\$	\$
10.	702	GAL	Rosa californica (California Wild Rose)	\$	\$
11.	782	GAL	Rubus ursinus (California Blackberry)	\$	\$
12.	1,638	GAL	Juncus acutus spp. Leopoldii (Southwestern Spiny Rush)	\$	\$
13.	1,643	GAL	Scirpus acutus (Tule)	\$	\$
14.	1,094	GAL	Scirpus robustus (Prairie Bulrush)	\$	\$
TOTAL SECTION 2:					\$
TOTAL SECTIONS 1 & 2:					\$

II. TERMS AND CONDITIONS

A. LICENSES

The Bidder must hold a State of California Nursery License. A copy of license shall be submitted with bid.

The Contractor must also possess a City of San Diego Business License prior to award of contract.

	License Number	Expiration Date	Name
State of California Nursery License			
City of San Diego Business License			

B. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- Copy of California Nursery License (as specified in Section II, paragraph A).
- Bidder's References (as specified in Section II, paragraph G).
- Bidder's Statement of Subcontractors (as specified in Section II, paragraph G).

- d. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph G).
- e. Certification Survey (use form on page 16).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- Taxpayer Identification Number (W-9) as specified in Section II, paragraph L if not currently on file.

D. PUBLIC AGENCY

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the Contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the Contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

If other agencies participate, the Vendor shall furnish the City of San Diego an annual report showing the name of the agencies, contact person and phone number for each agency, and details of items supplied, including quantities. This report shall be furnished to the City on the anniversary date of the commencement of the contract.

E. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

F. QUANTITIES

The estimated requirements shown on the Pricing Page(s) will vary with the demands of the City of San Diego. These quantities are listed for information purposes only and shall not be deemed to either guarantee a minimum amount or restrict the maximum amount to be delivered throughout the contract period. Nor shall any variations from the estimated quantities, regardless of extent, entitle the Bidder to an adjustment in the unit price or to any other compensation.

G. REFERENCES/QUALIFICATIONS

Bidders are required to have experience with propagation of wetland and native California plants. Bidders are required to demonstrate prior satisfactory production of large quantities of native plants by submitting with their bids, a minimum of three (3) references where similar size and nature of work was performed within the past three (3) years.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form on page 13).
2. Bidder's Statement of Subcontractors (as specified in Section 14).
3. Bidder's Statement of Financial Responsibility (use form on page 15).

H. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

I. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

J. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

K. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

L. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each Vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

M. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

N. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract or any right or interest hereunder, without prior written consent of the City.

O. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that Subcontractor agreements for this bid/proposal contain language which indicates the Subcontractor's agreement to comply with this policy.

P. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

In compliance with Council Policy 000-03, adopted by Resolution No. 279130, sign language or oral interpreting services are available at pre-bid meetings and bid openings with a five (5) business day notice to Purchasing at (619) 236-6000 or email at Purchasing@sandiego.gov.

Q. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

R. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Vendors or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the Contractor and any Subcontractors, Vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, Subcontractors, Vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, Vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

III. SPECIFICATIONS

A. SCOPE OF WORK

Plants shall be furnished in quantities shown on Pricing Pages, and shall be of species, sub-species, varieties, and in the sizes specified.

All plants shall have originated from seed or cuttings obtained from coastal San Diego County locations within five (5) miles of the coastline. Collections from Los Peñasquitos Canyon Preserve are strongly encouraged. Container plants of *Quercus* sp., *Salix* sp., and *Baccharis* sp. must be grown from seeds and cuttings collected from the Los Peñasquitos Canyon Preserve. The Contractor's supplier shall certify in writing the origin of all plant material. Contractor shall coordinate all plant and seed collections with the Park Ranger at Los Peñasquitos Canyon Preserve. All plants shall have been grown under climatic and in soil conditions comparable to those of the project site.

B. PLANT INSPECTION

All plant material will be subject to inspection and approval by Project Biologist. All plants will be inspected by Project Biologist at the nursery no less than six (6) months, three (3) months, and three (3) weeks prior to anticipated planting date, and at delivery to restoration/enhancement area.

Container stock shall have grown in containers for at least eight (8) months, but not over twelve (12) months. Samples shall be inspected to ensure that no root bound conditions prevail and no container plants have cracked or broken balls of earth, when taken from containers. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. Rejected plants shall be removed from the project site immediately at no additional cost to the City.

C. PLANT QUALITY

The quality and size of all plants shall conform to the California Standard Grading Code of nursery stock and shall be No. 1 grade. Caliper, height, and spread shall be average for each listed species. Plants shall be symmetrical; healthy; vigorous; of normal growth; and free from disease, insects, insect eggs and larvae. All plants shall have healthy, normal root systems that consolidate potting soil into a firm rootball throughout the entire container. No root bound conditions will be accepted. Plants shall not be pruned prior to delivery.

D. PLANT IDENTIFICATION:

Contractor shall identify plant species or varieties correctly on legible, weatherproof labels attached securely to plant before delivery to job site. There shall be a minimum of one (1) labeled plant for each fifty (50) plants in a lot.

E. DELIVERY

Expected delivery date will be between September - October 2004 to Los Peñasquitos Canyon Preserve, San Diego County, CA. Plant delivery shall be completed incrementally by the nursery, as requested by the installation Contractor, and there shall be no additional compensation for additional delivery trips to the site.

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar Value of Contract: \$ _____ Contract Dates: _____
Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all Subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this Subcontractor: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the Bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____

Authorized Signature

(Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.